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Attorneys for Plaintiff,

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ROBERTO MEJIA,

Plaintiff,

v.

SEDGWICK CLAIMS  
MANAGEMENT SERVICES, INC.  
AND SOUTHERN CALIFORNIA  
EDISON COMPANY LONG-TERM  
DISABILITY PLAN,

Defendants.

Case No.:

**COMPLAINT FOR:  
BREACH OF CONTRACT, AND  
BREACH OF THE EMPLOYEE  
RETIREMENT INCOME  
SECURITY ACT OF 1974;  
ENFORCEMENT AND  
CLARIFICATION OF RIGHTS;  
PREJUDGMENT AND  
POSTJUDGMENT INTEREST;  
AND ATTORNEYS' FEES AND  
COSTS**

Plaintiff, Roberto Mejia, herein sets forth the allegations of his Complaint against Defendants Sedgwick Claims Management Services, Inc. and Southern California Edison Company Long-Term Disability Plan.

**PRELIMINARY ALLEGATIONS**

1. Plaintiff brings this action for declaratory and monetary relief pursuant to §§502(a)(1)(B) and 502(a)(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§1132(a), (e), (f) and (g), as it involves a claim by Plaintiff for employee benefits under an employee benefit plan regulated and

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1 governed by ERISA. Jurisdiction is predicated under these code sections as well as  
2 28 U.S.C. § 1331 as this action involves a federal question.

3 2. This action is brought for the purpose of recovering benefits under the  
4 terms of an employee benefit plan, enforcing Plaintiff's rights under the terms of an  
5 employee benefit plan, and to clarify Plaintiff's rights to future benefits under the  
6 employee benefit plan named as Defendant. Plaintiff seeks relief, including but not  
7 limited to, payment of benefits, prejudgment and post-judgment interest,  
8 reinstatement to the benefit plans at issue herein, and attorneys' fees and costs.

9 3. Plaintiff was at all times relevant, an employee of Southern California  
10 Edison Company and a resident in the County of Los Angeles, State of California.

11 4. Plaintiff is informed and believes that Southern California Edison  
12 Company ("SCEC") is a corporation with its principal place of business in the state  
13 of California and is authorized to transact and is transacting business in the Central  
14 District of California. SCEC has established an employee benefit plan governed by  
15 ERISA ("LTD Plan"), which is a Defendant in this action.

16 5. The LTD Plan pays long term disability benefits to eligible employees.

17 6. Plaintiff is informed and believes that SCEC self-funds the LTD Plan.

18 7. Plaintiff is informed and believes that Sedgwick Claims Management  
19 Services, Inc. ("Sedgwick") administers the LTD Plan.

20 8. Plaintiff is informed and believes that the Policy was intended by  
21 SCEC and Sedgwick to insure citizens of the State of California, including plaintiff  
22 herein.

23 9. Plaintiff is informed and believes that Sedgwick is a corporation with  
24 its principal place of business in the State of Illinois, authorized to transact and  
25 transacting business in the Central District of California and can be found in the  
26 Central District of California. Sedgwick is the claims administrator and insurer of  
27 the long-term disability benefits under the LTD Plan and acted in the capacity of a  
28 plan administrator with respect to the LTD Plan. At some or all relevant times,

1 Defendant Sedgwick was a fiduciary of the LTD Plan within the meaning of ERISA  
 2 §3(21), 29 U.S.C. §1001(21), in that Sedgwick acted as claims fiduciary for the  
 3 LTD Plan, and exercised authority and control over the payment of long-term  
 4 disability benefits, which are assets of the LTD Plan. Sedgwick is also the  
 5 “appropriate named fiduciary” of the LTD Plan as described in 29 C.F.R.  
 6 §2560.503(h)(1).

7 10. Defendants operate and, at all relevant times, have done business in this  
 8 judicial district, in that they cover participants who reside in this judicial district.  
 9 Thus, venue is proper in this judicial district pursuant to 29 U.S.C. § 1132(e)(2).

10  
 11 **FIRST CAUSE OF ACTION**  
 12 **AGAINST SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. AND**  
 13 **SOUTHERN CALIFORNIA EDISON COMPANY LONG-TERM**  
 14 **DISABILITY PLAN, FOR PLAN BENEFITS, ENFORCEMENT AND**  
 15 **CLARIFICATION OF RIGHTS, PREJUDGMENT AND POSTJUDGMENT**  
 16 **INTEREST, AND ATTORNEYS’ FEES AND COSTS**  
 17 **(29 U.S.C. 1132(a)(1)(B))**

18 11. Plaintiff incorporates by reference all preceding paragraphs as though  
 19 fully set forth herein.

20 12. At all times relevant, Plaintiff was employed by SCEC, and was a  
 21 covered participant under the terms and conditions of the LTD Plan. The SCEC  
 22 LTD plan was insured by Defendant Sedgwick, and Sedgwick was also the Plan  
 23 claims administrator and made all decisions to pay or deny benefit claims.

24 13. During the course of Plaintiff’s employment, Plaintiff became entitled  
 25 to benefits under the terms and conditions of the LTD Plan. Specifically, while  
 26 Plaintiff was covered under the LTD Plan, Plaintiff suffered a disability rendering  
 27 Plaintiff disabled as defined under the terms of the LTD Plan.

28 14. Pursuant to the terms of the LTD Plan, Plaintiff made a claim to

1 Sedgwick for LTD benefits under the LTD Plan. Specifically, while Plaintiff was  
2 covered under the LTD Plan, Plaintiff suffered a disability rendering Plaintiff disabled  
3 as defined under the terms of the LTD Plan. Plaintiff's medical leave resulting from  
4 his disabling condition commenced on or about September 30, 2015. Plaintiff was  
5 paid LTD benefits for approximately two years and was denied on September 7, 2018.  
6 His claim was assigned Incident No. B6528O21S3-000J-01.

7 15. The appeal decision rendered by Sedgwick on Plaintiff's long term  
8 disability claim was final. Plaintiff was not afforded the opportunity to appeal said  
9 decision. However, plaintiff was given 180 days from the date he was first given  
10 written notice of the decision to uphold the benefits previously denied on appeal.  
11 Sedgwick advised Plaintiff that the final deadline for pursuing an action under Section  
12 502(a) was March 6, 2019

13 16. Sedgwick and the Plan have breached the LTD Plan and violated ERISA  
14 in the following respects:

15 (a) Failing to pay LTD benefit payments to Plaintiff at a time when  
16 Sedgwick and the Plan knew, or should have known, that Plaintiff was  
17 entitled to those benefits under the terms of the LTD Plan, as Plaintiff was  
18 disabled and unable to work and therefore entitled to benefits. Even though  
19 Sedgwick and the Plan had such knowledge, Sedgwick denied Plaintiff's LTD  
20 benefits;

21 (b) Failing to provide a prompt and reasonable explanation of the  
22 basis relied on under the terms of the LTD Plan documents, in relation to the  
23 applicable facts and LTD Plan provisions, for the denial of Plaintiff's claims  
24 for LTD benefits;

25 (c) After Plaintiff's claim was denied in whole or in part, Sedgwick  
26 failed to adequately describe to Plaintiff any additional material or  
27 information necessary for Plaintiff to perfect his claim along with an  
28 explanation of why such material is or was necessary; and

(d) Failing to properly and adequately investigate the merits of Plaintiff's disability claim and failing to provide a full and fair review of Plaintiff's claim.

17. Plaintiff is informed and believes and thereon alleges that Defendant wrongfully denied Plaintiff his disability benefits under the LTD Plan by other acts or omissions of which Plaintiff is presently unaware, but which may be discovered in this future litigation and which Plaintiff will immediately make Defendants aware of once said acts or omissions are discovered by Plaintiff.

18. Following the denial of benefits under the LTD Plan, Plaintiff exhausted all administrative remedies required under ERISA, and Plaintiff has performed all duties and obligations on Plaintiff's part to be performed under the LTD Plan.

19. As a proximate result of the aforementioned wrongful conduct of Sedgwick, Plaintiff has damages for loss of disability benefits in a total sum to be shown at the time of trial.

20. As a further direct and proximate result of this improper determination regarding Plaintiff's LTD claim, Plaintiff, in pursuing this action, has been required to incur attorneys' costs and fees. Pursuant to 29 U.S.C. § 1132(g)(1), Plaintiff is entitled to have such fees and costs paid by Defendant.

21. The wrongful conduct of Sedgwick has created uncertainty where none should exist. Therefore, Plaintiff is entitled to enforce his rights under the terms of the LTD Plan and to clarify his right to future benefits under the terms of the LTD Plan.

### **REQUEST FOR RELIEF**

WHEREFORE, Plaintiff prays for relief against Defendants as follows:

1. Payment of disability benefits due Plaintiff up to and including the date of Judgment;

2. An order declaring that Plaintiff is entitled to immediate payment of all past due benefits, reinstatement to the LTD Plan, with all ancillary benefits to which

1 he is entitled by virtue of his disability, and that benefits are to continue to be paid  
2 under the LTD Plan for so long as Plaintiff remains disabled under the terms of the  
3 LTD Plan;

4 3. In the alternative to the relief sought in paragraphs 1 and 2, an order  
5 remanding Plaintiff's claim to the claims administrator to the extent any new facts  
6 or submissions are to be considered;

7 4. Pursuant to 29 U.S.C. § 1132(g), payment of all costs and attorneys'  
8 fees incurred in pursuing this action;

9 5. Payment of prejudgment and post-judgment interest as allowed for  
10 under ERISA; and

11 6. Such other and further relief as this Court deems just and proper.  
12

13 DATED: February 21, 2019

KANTOR & KANTOR, LLP

14  
15 By: /s/ Andrew M. Kantor

16 Andrew M. Kantor  
17 Attorneys for Plaintiff,  
18 Roberto Mejia  
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